
State:	Arkansas	Filing Company:	ING USA Annuity and Life Insurance Company
TOI/Sub-TOI:	A07I Individual Annuities - Special/A07I.001 Equity Indexed		
Product Name:	IU-IA-3034(08/12) et al		
Project Name/Number:	IU-IA-3034(08/12) et al/IU-IA-3034(08/12) et al		

Filing at a Glance

Company:	ING USA Annuity and Life Insurance Company
Product Name:	IU-IA-3034(08/12) et al
State:	Arkansas
TOI:	A07I Individual Annuities - Special
Sub-TOI:	A07I.001 Equity Indexed
Filing Type:	Form
Date Submitted:	10/10/2012
SERFF Tr Num:	INGD-128719229
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	IU-IA-3034(08/12) ET AL
Implementation	On Approval
Date Requested:	
Author(s):	Karen Flieck, Alicia Gemelli, Christine Runkle-DiFonzo
Reviewer(s):	Linda Bird (primary)
Disposition Date:	10/15/2012
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

State: Arkansas
TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed
Product Name: IU-IA-3034(08/12) et al
Project Name/Number: IU-IA-3034(08/12) et al/IU-IA-3034(08/12) et al

Filing Company: ING USA Annuity and Life Insurance Company

General Information

Project Name: IU-IA-3034(08/12) et al
Project Number: IU-IA-3034(08/12) et al
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: Filing is specific to Arkansas
Market Type: Individual
Individual Market Type:
Filing Status Changed: 10/15/2012
State Status Changed: 10/15/2012
Created By: Christine Runkle-DiFonzo
Submitted By: Christine Runkle-DiFonzo
Corresponding Filing Tracking Number:

Filing Description:

RE: ING USA Annuity and Life Insurance Company
NAIC No.: 229-80942 FEIN No.: 41-0991508

Forms:

IU-IA-3034(08/12) Flexible Premium Deferred Annuity Contract
IU-RA-3106 Unisex Endorsement

Dear Sir/Madam:

Enclosed please find the above-referenced forms for your review and approval. The contract and endorsement form are new and are not intended to revise or replace any forms previously filed with, or approved for use by, your Department.

Form IU-IA-3034(08/12), is a non-registered Individual Flexible Premium Deferred Annuity Contract that may be issued as a non-qualified or qualified contract. It is intended for solicitation by licensed agents to the general public. It offers the option of a Fixed Rate Strategy, five Crediting Strategies which are credited with the annual earnings tied to the S&P 500 Index and a sixth Crediting Strategy, which is an annual crediting option tied to an Interest Rate Benchmark (currently, the 3 Month BBA LIBOR). Each Crediting Strategy is described in more detail below:

- Point-to-Point Participation Index Strategy annual index credit is calculated as a percentage (equal to the strategy participation rate) of the annual point-to-point increase, if any, in the S&P 500 Index during the Contract Year and is floored at zero. The participation rate is declared in advance, is guaranteed for one year, and may change annually.
- Point-to-Point Cap Index Strategy annual index credit is calculated as the annual point-to-point increase, if any, in the S&P 500 Index during the Contract Year, up to a stated index cap, and is floored at zero. The index cap is declared in advance, is guaranteed for one year, and may change annually.
- Monthly Average Index Strategy annual index credit is calculated as a percentage (equal to the strategy participation rate) of the monthly averaged index increase, if any, in the S&P 500 Index during the Contract Year, less a stated index spread, and is floored at zero. The participation rate and index spread are declared in advance, are guaranteed for one year, and may change annually.
- Monthly Cap Index Strategy annual index credit is calculated as the sum of the monthly increase, up to a stated monthly cap, in the S&P 500 Index during each month of the Contract Year. The annual index credit is floored at zero. The monthly cap is declared in advance, is guaranteed for one year, and may change annually.
- Performance Trigger Index Strategy is based on the annual earnings of the S&P 500 Index. The annual index credit for this strategy is a specified Trigger Rate based on the performance of the S&P during the contract year. If the annual change in the S&P 500 Index during the contract year is greater than or equal to 0%, the index credit will equal the Trigger Rate. Otherwise, the index credit will be 0%. The Trigger Rate is declared in advance, is guaranteed for one year, and may change annually.
- Point-to-Point Participation and Cap Interest Rate Benchmark Strategy annual benchmark credit is calculated as a multiple

State:	Arkansas	Filing Company:	ING USA Annuity and Life Insurance Company
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Product Name:	IU-IA-3034(08/12) et al		
Project Name/Number:	IU-IA-3034(08/12) et al/IU-IA-3034(08/12) et al		

(equal to the benchmark participation multiplier) of the annual change, if any, in the Interest Rate Benchmark (currently, the 3 Month BBA LIBOR) during the Contract Year, up to a stated benchmark credit cap, and is floored at zero. The benchmark participation multiplier and benchmark credit cap are declared in advance, guaranteed for one year, and may change annually.

Unisex Endorsement, Form No. IU-RA-3106:

Contract form IU-IA-3034(08/12) will be offered on a sex-distinct basis. It will also be offered on a unisex basis when sold as a SEP-IRA or other qualified plans as applicable (as modified by Endorsement IU-RA-3106). We would like to use the endorsement for future Department approved annuity contracts, if appropriate.

In addition to the above submitted endorsement, below is a list of previously approved riders and endorsements that may be used with Contract form IU-IA-3034(08/12):

IRA Rider, form no. RA-2007, approved 01/09/03

Roth IRA Rider, form no. RA-2008, approved 01/09/03

Simple IRA Rider, form no. RA-2009, approved 01/09/03

Minimum Guaranteed Withdrawal Benefit Rider, form no. IU-RA-3059(08/08), approved 08/19/08

Minimum Guaranteed Withdrawal Benefit Rider (Joint), form no. IU-RA-3060(08/08), approved 08/19/08

Inverse Performance Trigger Index Strategy Endorsement, form no. IU-RA-3115, approved 10/03/12

We may also use other previously approved riders and endorsements or riders and endorsements approved in the future with this contract when appropriate.

General Information:

Actuarial materials – An actuarial memorandum is enclosed for the submitted forms.

Statement of Variability – Information considered variable in the submitted forms is enclosed in brackets and is described in the enclosed Statement of Variability. We may change without refiling such variable material for new issues on a uniform and non-discriminatory basis only as described in the Statement of Variability.

The forms are submitted in final printed form, subject only to minor modification in paper stock, ink, typographical errors, and adaptation to computer printing. We reserve the right to make such changes without refiling as well as to modify the company address and officers' signatures to reflect current company operations. Any such changes, when made, will comply with applicable state requirements.

We would like to begin issuing these forms as soon as possible; therefore your earliest review would be appreciated. Should you have questions or require additional information, please do not hesitate to contact me at the telephone numbers or email address provided below. Thank you for your assistance with this filing.

Sincerely,

Christine P. Runkle-DiFonzo

Contract Analyst

(800) 325-3792 ext. 4253977

(610) 425-3977 (direct)

christine.runkle-difonzo@us.ing.com

State: Arkansas
TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed
Product Name: IU-IA-3034(08/12) et al
Project Name/Number: IU-IA-3034(08/12) et al/IU-IA-3034(08/12) et al

Company and Contact

Filing Contact Information

Christine DiFonzo, Contract Analyst
1475 Dunwoody Drive
West Chester, PA 19380

christine.runkle-difonzo@us.ing.com
800-325-3792 [Phone] 4253977 [Ext]
610-426-3520 [FAX]

Filing Company Information

ING USA Annuity and Life Insurance Company
1475 Dunwoody Drive
West Chester, PA 19380
(800) 325-3792 ext. [Phone]

CoCode: 80942
Group Code: 229
Group Name:
FEIN Number: 41-0991508

State of Domicile: Iowa
Company Type:
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: \$50.00 per form x 2 forms = \$100.00
Per Company: No

Company	Amount	Date Processed	Transaction #
ING USA Annuity and Life Insurance Company	\$100.00	10/10/2012	63646532

SERFF Tracking #:	INGD-128719229	State Tracking #:		Company Tracking #:	IU-IA-3034(08/12) ET AL
State:	Arkansas	Filing Company:	ING USA Annuity and Life Insurance Company		
TOI/Sub-TOI:	A07I Individual Annuities - Special/A07I.001 Equity Indexed				
Product Name:	IU-IA-3034(08/12) et al				
Project Name/Number:	IU-IA-3034(08/12) et al/IU-IA-3034(08/12) et al				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/15/2012	10/15/2012

State:	Arkansas	Filing Company:	ING USA Annuity and Life Insurance Company
TOI/Sub-TOI:	A071 Individual Annuities - Special/A071.001 Equity Indexed		
Product Name:	IU-IA-3034(08/12) et al		
Project Name/Number:	IU-IA-3034(08/12) et al/IU-IA-3034(08/12) et al		

Disposition

Disposition Date: 10/15/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuary Certifications		No
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Unisex Endorsement		Yes

State:	Arkansas	Filing Company:	ING USA Annuity and Life Insurance Company
TOI/Sub-TOI:	A071 Individual Annuities - Special/A071.001 Equity Indexed		
Product Name:	IU-IA-3034(08/12) et al		
Project Name/Number:	IU-IA-3034(08/12) et al/IU-IA-3034(08/12) et al		

Form Schedule

Lead Form Number: IU-IA-3034(08/12)							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		IU-IA-3034(08/12)	POL	Flexible Premium Deferred Annuity Contract	Initial:	67.600	IU-IA-3034(0812).pdf
2		IU-RA-3106	POLA	Unisex Endorsement	Initial:	70.300	IU-RA-3106.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

ING USA Annuity and Life Insurance Company
Des Moines, Iowa

**[Customer Service Center
P.O. Box 617
909 Locust Street
Des Moines, Iowa 50303-0617
1-800-369-5303]**

In this Contract, "you" or "your" refers to the Owner and "we", "our", or "us" refers to ING USA Annuity and Life Insurance Company, a stock company.

If this Contract is in force on the Maturity Date, we will pay the Proceeds according to the terms on this and the following pages. The Proceeds will provide a monthly income, or other settlement, in accordance with the Payment Plan selected.

READ YOUR CONTRACT CAREFULLY. This is a legal Contract between you and us.

20 DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

Right to cancel. If you are not satisfied, you may cancel your Contract by returning it within 20 days (30 days if this is a replacement contract) after the date you receive it. Mail or deliver it to us at the address shown above or to your agent. (If you return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid.) This Contract will then be void from its start. Any portion of the Premium paid and not previously withdrawn will be refunded. If you are unsure whether your Contract is a replacement contract, please contact us at our Customer Service Center at the phone number or address set forth above.

This Contract is signed by us as of its Contract Date.

[]
Secretary

[]
President

This Contract contains equity indexed and Benchmark Strategies. The equity indexed and Benchmark Strategies are described in Section 6 of this Contract.

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

**Annuity benefit payable at Maturity Date.
Death benefit payable in event of the
Owner's death prior to Maturity Date.**

CASH SURRENDER VALUES MAY INCREASE BASED ON THE INDEX AND INTEREST RATE BENCHMARK CALCULATION OF THE STRATEGY(IES) YOU HAVE SELECTED. THE INITIAL INTEREST RATE FOR THE FIXED RATE STRATEGY IS GUARANTEED FOR ONE YEAR ONLY. WHILE CONTRACT VALUES MAY BE AFFECTED BY AN EXTERNAL INDEX AND INTEREST RATE BENCHMARK, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.

NONPARTICIPATING

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CONTRACT DATA PAGE

ANNUITANT: [John Doe]
SEX: [Male]
AGE: [35]
OWNER: [John Doe]
CONTRACT NUMBER: [TST763447]
CONTRACT DATE: [07/01/2012]
MATURITY DATE: [07/01/2072]
INITIAL PREMIUM PAID: [\$100,000.00]
STATE PREMIUM TAX PAID: [\$0.00]
INITIAL PREMIUM LESS PREMIUM TAX: [\$100,000.00]

INITIAL CREDITING STRATEGY ELECTION

These tables reflect the initial election of the Strategies for your Initial Premium. The initial rates, caps, spread and multiplier shown apply to your Initial Premium and are guaranteed for the first Contract Year and may change thereafter as described in the Strategies section of this Contract and any attached Strategy endorsement(s). The rates in the table are used to determine the Accumulation Value of each Strategy. They are not used to determine the Minimum Guaranteed Contract Value or the Minimum Guaranteed Strategy Values.

	Fixed Rate Strategy	Point-to-Point Participation Index Strategy	Point-to-Point Cap Index Strategy	Monthly Average Index Strategy
Percentage of Initial Premium	[10%]	[10%]	[10%]	[10%]
Amount of Initial Premium	[\$10,000.00]	[\$10,000.00]	[\$10,000.00]	[\$10,000.00]
Minimum Guaranteed Interest Rate	1.0%			
Initial Interest Rate	[3.0%]			
Initial Participation Rate		[60%]		[100%]
Initial Index Cap			[7.0%]	
Initial Index Spread				[2.0%]
Initial Monthly Cap				
Initial Interest Rate Benchmark Participation Multiplier				
Initial Interest Rate Benchmark Credit Cap				
Trigger Rate				

(Continued on page 3a)

CONTRACT DATA PAGE (Continued)

INITIAL CREDITING STRATEGY ELECTION (Continued)

	Monthly Cap Index Strategy	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy	Performance Trigger Index Strategy	[Inverse Performance Trigger Index Strategy
Percentage of Initial Premium	[10%]	[10%]	[20%]	[20%]
Amount of Initial Premium	[\$10,000.00]	[\$10,000.00]	[\$20,000.00]	[\$20,000.00]
Minimum Guaranteed Interest Rate				
Initial Interest Rate				
Initial Participation Rate				
Initial Index Cap				
Initial Index Spread				
Initial Monthly Cap	[3.0%]			
Initial Interest Rate Benchmark Participation Multiplier		[4.0]		
Initial Interest Rate Benchmark Credit Cap		[10.0%]		
Trigger Rate			[3.0%]	[3.1%]

Index, Interest Rate Benchmark

Index: [Standard & Poor's 500 Composite Stock Price Index ("S&P 500")¹]

Interest Rate Benchmark: [3 Month London Interbank Offered Rate ("BBA LIBOR")²]

The Index and Interest Rate Benchmark exclude any dividends that may be paid by the firms that comprise the Index or Interest Rate Benchmark.

[¹ "Standard & Poor's®", "S&P®", "S&P 500®", "Standard & Poor's 500", and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by ING USA Annuity and Life Insurance Company. The product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product.]

[² The Interest Rate Benchmark used in the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy is the 3 Month London Interbank Offered Rate ("BBA LIBOR") denominated in U.S. Dollars, as set by the British Bankers' Association.

In consideration for BBA LIBOR Limited ("BBALL") coordinating and the BBA LIBOR Contributor Banks and Reuters (the "Suppliers") supplying the data from which BBA LIBOR is compiled, the subscriber acknowledges and agrees that, to the fullest extent permitted by law, none of BBALL or the Suppliers:

- (1) accept any responsibility or liability for the frequency of provision and accuracy of the BBA LIBOR rate or any use made of the BBA LIBOR rate by the subscriber, whether or not arising from the negligence of any of BBALL or the Suppliers; or
- (2) shall be liable for any loss of business or profits nor any direct, indirect or consequential loss or damage resulting from any such irregularity, inaccuracy or use of the Information.]

CONTRACT DATA PAGE

MINIMUM GUARANTEED CONTRACT VALUE

	Fixed Rate Strategy	Index Strategies	Benchmark Strategy(ies)
Initial Annual Minimum Guaranteed Strategy Value Rate:	[3.00%]	[3.00%]	[3.00%]

The **Minimum Guaranteed Contract Value** equals the sum of the Minimum Guaranteed Strategy Value of each Strategy.

The **Minimum Guaranteed Strategy Value** of each Strategy equals:

- (a) 87.5% of the portion of the Premium elected to the Strategy, less Premium Taxes, if applicable; plus
- (b) Any Re-elections into the Strategy; less
- (c) Any Re-elections and Surrenders taken from Accumulation Value in that Strategy; plus
- (d) Interest credited daily at the applicable Minimum Guaranteed Strategy Value Rate.

The initial Minimum Guaranteed Strategy Value Rates shown above are set on the Contract Date and will not change for the first seven Contract Years. On the seventh Contract Anniversary and on each Contract Anniversary thereafter, the annual **Minimum Guaranteed Strategy Value Rates** for all Strategies will be set equal to the average of the five-year Constant Maturity Treasury Rate for each day that it is reported by the Federal Reserve during the month of October in the calendar year preceding the calendar year of the Contract Anniversary, less 1.25%. The Minimum Guaranteed Strategy Value Rate for the Fixed Rate Strategy, the Index Strategies, and the Benchmark Strategy(ies) will be rounded to the nearest 0.05% and will not be greater than 3.0% or less than 1.0%.

Re-elections and Surrender Adjustments

In the event of a Re-election of Accumulation Value from Strategy X to Strategy Y, the Minimum Guaranteed Strategy Value for Strategy X will be calculated by:

$$C * (1 - A / B)$$

The Minimum Guaranteed Strategy Value for Strategy Y will be calculated by:

$$D + C * (A / B)$$

Where:

A = Accumulation Value being re-elected from Strategy X

B = Total Accumulation Value

C = Minimum Guaranteed Strategy Value for Strategy X, before re-election

D = Minimum Guaranteed Strategy Value for Strategy Y, before re-election

Surrender of Accumulation Value from any Strategy will result in a dollar for dollar reduction of the Minimum Guaranteed Strategy Value of that Strategy equal to the amount of Accumulation Value Surrendered (excluding the amount of any Surrender Charges deducted, if any).

TABLE OF SURRENDER CHARGES

Contract Year	1	2	3	4	5	6	7	8 and later
Percentage	10%	10%	10%	10%	9%	8%	7%	0%

(This page intentionally left blank.)

1. GENERAL DEFINITIONS

Accumulation Value is defined in Section 5.1.

Additional Premiums means any payments, other than the Initial Premium, made by you to us under this Contract.

Annuitant means the person, designated by you, on whose life the annuity payments for this Contract are based. You are the Annuitant if no Annuitant is named. The Annuitant may not be changed during the Annuitant's lifetime.

Benchmark Strategy(ies) means any Strategy which makes use of the Interest Rate Benchmark described below, or an approved alternative, in the determination of its values.

Beneficiary(ies) means the person(s) or entity(ies) you have chosen to receive the Contract's Proceeds if the Owner, as shown in our records, dies prior to the Maturity Date. If there are joint Owners, the surviving Owner will be deemed to be the Beneficiary. There may be different classes of Beneficiaries, such as primary and contingent. These classes set the order of payment. There may be more than one Beneficiary in a class. You may name any Beneficiary to be an irrevocable Beneficiary.

Cash Surrender Value means the value available upon full Surrender of the Contract.

Contingent Annuitant means the person you have chosen to become the Annuitant if the named Annuitant dies prior to the Maturity Date.

Contract Date means the date on which the Contract is effective. **Contract Years** and **Contract Anniversaries** are measured from the Contract Date. The Contract Date is shown on the Contract Data Page.

Effective Date as it appears in any attachments, riders or endorsements to the Contract means the Contract Date.

Election Anniversary means the same date as the applicable Election Date each year.

Election Date means the date on which the Re-election or Premium, as applicable, is elected for any specific Strategy(ies).

Election Year means the period beginning on an Election Anniversary and ending on the day before the following Election Anniversary.

Extended Medical Care means confinement in a Hospital or Nursing Home prescribed by a Qualifying Medical Professional.

Fixed Rate Strategy means the Strategy described in Section 6.1 of this Contract.

Hospital or Nursing Home means a hospital or a skilled care or intermediate care nursing facility, operating as such according to applicable law and at which medical treatment is available on a daily basis. This does not include a rest home or other facility whose primary purpose is to provide accommodations, board or personal care services to individuals who do not need medical or nursing care.

Index means the nationally published index or indices, referenced on the Contract Data Page, which is used to determine the Index Credit. If the Index is discontinued or if the calculation of the Index is substantially changed, we will substitute an alternative Index, as approved by the Insurance Department of the state in which this Contract is issued, and notify you in writing.

Index Cap is defined in Section 6.3.

Index Credit is defined in Section 6.2, Section 6.3, Section 6.4, Section 6.5 and Section 6.7 as applicable to the respective Strategies discussed in those Sections.

Index Number means the published value of the Index. Each Premium/Re-election will be assigned an Index Number equal to the value of the Index as of the close of business on the day before the Election Date. The Index Number for the start of each Indexing Period after the first will be the Index Number as of the close of business on the day before the Election Anniversary. If the Index Number is not published on any day for which a calculation is made, the first preceding published Index Number will be used.

Indexing Period is defined in Section 6.2, Section 6.3, Section 6.4, Section 6.5 and Section 6.7 as applicable to the respective Strategies discussed in those Sections.

Initial Premium is the payment amount required to put this Contract in effect.

Interest Rate Benchmark is the nationally published rate, referenced on the Contract Data Page, which is used to determine the Interest Rate Benchmark Credit for the Strategy defined in Section 6.6. If the Interest Rate Benchmark is discontinued or if the calculation of the rate is substantially changed, we will substitute an alternative rate, as approved by the Insurance Department of the state in which this Contract is issued, and notify you in writing.

Interest Rate Benchmark Credit is defined in Section 6.6.

Interest Rate Benchmark Credit Cap is defined in Section 6.6.

Interest Rate Benchmark Number means the published value of the Interest Rate Benchmark. Each Premium/Re-election will be assigned an Interest Rate Benchmark Number equal to the value of the Interest Rate Benchmark as of the close of business on the day before the Election Date. The Interest Rate Benchmark Number for the start of each Interest Rate Benchmark Period after the first will be the Interest Rate Benchmark Number as of the close of business on the day before the Election Anniversary. If the Interest Rate Benchmark Number is not published on any day for which a calculation is made, the first preceding published Interest Rate Benchmark Number will be used.

Interest Rate Benchmark Participation Multiplier is defined in Section 6.6.

Interest Rate Benchmark Period is defined in Section 6.6.

Index Spread is defined in Section 6.4.

Index Strategy(ies) means any Strategy which makes use of the Index described above, or an approved alternative, in the determination of its values.

Maturity Date means the date shown on the Contract Data Page. As long as this Contract is still in force on the Maturity Date, the amount of the Proceeds is used to determine the amount paid under the Payment Plan chosen. If the Owner is a natural person, the Maturity Date shall be the Contract Anniversary following the Owner's (oldest joint Owner if applicable) attainment of age 95. If any Owner is not a natural person, the Maturity Date shall be the Contract Anniversary following the Annuitant's attainment of age 95.

Minimum Guaranteed Contract Value is defined on the Contract Data Page.

Minimum Guaranteed Strategy Value is defined on the Contract Data Page.

Minimum Guaranteed Strategy Value Rates are defined on the Contract Data Page.

Monthly Anniversary is defined in Section 6.4 and Section 6.5.

Monthly Cap is defined in Section 6.5.

Nonparticipating means this Contract will not pay dividends. It will not participate in any of our surplus or earnings.

Notice to Us means notice made in a form that: (1) is approved by, or is acceptable to us; (2) has the information and any documentation we determine in our discretion to be necessary to take the action requested or exercise the right specified; and (3) is received by us at our Customer Service Center at the address specified on the first page of this Contract. Under certain circumstances, we may permit you to provide Notice to Us by telephone or electronically.

Owner means you, the person (persons if there is a joint Owner, or entity(ies) if the Owner is not an individual) who owns the Contract, as shown in our records. If any Owner is not an individual, the death of the Annuitant will be treated as the death of an Owner.

Participation Rate is defined in Section 6.2 and Section 6.4.

Payment Plan means one of the methods of payment for receiving the Proceeds or Cash Surrender Value.

Premium(s) means collectively the Initial Premium and any Additional Premiums.

Premium Tax means any tax or fee imposed or levied by any federal or state government, or political subdivision thereof, on the Premium(s), or Accumulation Value, as applicable.

Proceeds mean the greater of the Minimum Guaranteed Contract Value or the Accumulation Value.

Qualifying Medical Professional means a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.), licensed in the United States, who: (1) is acting within the scope of his or her license; (2) is not a resident of your household or that of the Annuitant; and (3) is not related to you or the Annuitant by blood or marriage.

Re-election(s) means changing the Strategy applicable to a portion or all of the Accumulation Value.

Strategy(ies) means any of the interest crediting Strategies available under the Contract, as defined in Section 6, now or as amended.

Surrender means a partial or full withdrawal of Accumulation Value from the Contract.

Surrender Charge means a charge payable at the time of Surrender on the terms set forth in Section 5.2 and Section 5.3.

Terminal Condition means an illness or injury that results in a life expectancy of twelve months or less, as measured from the date of diagnosis by a Qualifying Medical Professional.

Trigger Rate is defined in Section 6.7.

2. **PAYMENT OF PROCEEDS** – On the Maturity Date, we will pay the Proceeds of the Contract as directed by you if the Annuitant is living, unless Section 2.3 applies. You must elect, at least 30 days prior to the Maturity Date, to have the Proceeds paid under one of the Payment Plans set out in Section 7. If no election is made, Proceeds will be paid automatically as a monthly income for a minimum of 120 months and as long thereafter as the Annuitant lives. If you have not directed to whom the Proceeds will be paid, the Proceeds will be paid to you.

2.1 Death of Annuitant (Who is not an Owner)

- (a) If the Annuitant who is not an Owner dies prior to the Maturity Date, the Contingent Annuitant, if any, becomes the Annuitant. You will be the Contingent Annuitant unless another Contingent Annuitant is named. If the Annuitant dies and no Contingent Annuitant has been named, we will allow you 60 days from the Annuitant's death to designate someone other than yourself as the Annuitant. If there are joint Owners, we will treat the youngest Owner as the Contingent Annuitant unless you direct otherwise. However, if any Owner is not an individual and the Annuitant dies prior to the Maturity Date, we will treat the death of the Annuitant as the death of an Owner as described in Section 2.3.
- (b) If the Annuitant who is not an Owner dies on or after the Maturity Date but before all Proceeds payable under the Contract have been distributed, we will continue payments under the Payment Plan in effect at the time of the Annuitant's death.

Before making any payments, we may require proof of the Annuitant's death in a Notice to Us.

2.2 Surrender of Contract – Any time prior to the Maturity Date, in a Notice to Us, you may ask to receive all or a portion of the Contract's Cash Surrender Value as defined in Section 5.2. Upon full Surrender, the Contract will cease to have any further value. After the first Contract Year, upon full Surrender you may elect to receive the Cash Surrender Value through one of the Payment Plans as described in Section 7 of this Contract. We may require the Contract to be returned to us before the Cash Surrender Value is paid.

The minimum amount that may be Surrendered at any one time is the lesser of \$1,000 or the maximum partial Surrender not subject to Surrender Charges as stated in Section 5.2. A partial Surrender may not reduce the Cash Surrender Value below \$1,000. Partial Surrenders will be taken from the Strategies on a pro rata basis. Surrenders do not participate in any Index Credits or Interest Rate Benchmark Credits in the Index Strategies or Benchmark Strategies, as applicable, for the Election Year in which they are taken.

2.3 Death of Contract Owner

- (a) If any Owner of the Contract dies before the Maturity Date, the following applies:
 - (1) If the Beneficiary is the deceased Owner's spouse as defined by federal law, the Contract may continue with the surviving spouse as the new Owner and, if the deceased Owner was also the Annuitant, the deceased Owner's spouse will become the Annuitant. However, if this Contract has been continued as provided in this provision, upon death of the new Owner (the surviving spouse), the entire Proceeds must be distributed as stated in (2) below. If the deceased Owner's spouse does not choose to continue the Contract, the Proceeds will be distributed as stated in (2) below.
 - (2) If the Beneficiary is someone other than the deceased Owner's spouse as defined by federal law, the entire Proceeds must be distributed to the Beneficiary: (a) within 5 years of the deceased Owner's death; or (b) over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary, with payments beginning within one year of the deceased Owner's death. If this Beneficiary dies while receiving payments but before such Proceeds have been distributed, any remaining distributions will be paid as directed by you or this Beneficiary, as applicable under the Payment Plan then in effect.
- (b) If any Owner dies on or after the Maturity Date, but before all Proceeds payable under the Contract have been distributed, we will continue payments under the Payment Plan in effect at the time of the deceased Owner's death.

If anything in the Contract conflicts with the foregoing Death of Contract Owner provisions, those provisions shall control. The foregoing Death of Contract Owner provisions and the Contract shall, in all events, be construed in a manner consistent with Section 72(s) of the Internal Revenue Code of 1986, as amended.

The Federal Defense of Marriage Act states that legally sanctioned domestic partners, civil union partners, and same-sex spouses are not considered married under federal law. Therefore, the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving legally sanctioned domestic partner or civil union partner or same-sex spouse. For further information regarding federal tax laws, please consult a tax advisor.

2.4 Exemption of Proceeds – All payments of Proceeds under the Contract will be made from our Customer Service Center. To the extent allowed by law, the payment of the Proceeds will be free from creditors' claims or legal process.

3. PREMIUMS – The Initial Premium for this Contract is payable no later than the Contract Date. There is no Contract until the Initial Premium is paid. The amount of the Initial Premium is shown on the Contract Data Page. If any check presented as payment of any part of the Initial Premium is not honored, the Contract will be void.

You may make Additional Premium payments at any time while this Contract is in force prior to its Maturity Date if the Annuitant is alive. The minimum Additional Premium payment we will accept is \$500. Our prior approval is required for any Additional Premium payment if that Additional Premium payment would cause the sum of all Premium payments to equal or exceed \$1,000,000. Remit the Additional Premium payments to our Customer Service Center or financial representative at the address shown on the cover page.

- 3.1 Electing Strategies** – You elect the Strategies for your Premiums from among those described in the Contract and offered by us. Your election of Strategies to any Additional Premium payments will be the same proportion as for your Initial Premium, unless otherwise directed. At any time during the 30-day period following a Contract Anniversary, you may re-elect all or a portion of the Accumulation Value in any Strategy to any other Strategy. No Surrender Charge will apply. Such Re-elections are effective on the Contract Anniversary immediately preceding the Re-election and interest, Index Credits and Interest Rate Benchmark Credits, as applicable, will be applied as though the Re-election was in effect on such Contract Anniversary. Re-election requests must be provided in a Notice to Us.

We may cease to accept Additional Premium payments or Re-elections to any specific Strategy(ies) at any time. Any Additional Premium/Re-election is subject to the terms and conditions in existence for any Strategy(ies) available at that time.

4. OWNERSHIP, ASSIGNMENT, AND BENEFICIARY PROVISIONS

- 4.1 Ownership** – As the Owner, you may exercise the rights given by the Contract. You may change the Owner at any time prior to the Maturity Date, provided, however, the new Owner's age may not be greater than the older of age 80 or the age of the current Owner. To change ownership, you must provide Notice to Us of such change. The change will go into effect when recorded by us, subject to any payments we made or actions we took before we record the change. We are not responsible for any tax consequences resulting from any change of ownership.

- 4.2 Assigning Your Contract** – You may assign your rights under the Contract to someone else. Such an assignment is not a change of ownership. Consent of any irrevocable Beneficiary(ies) is required before any such assignment is effective.

To assign your Contract, you must provide Notice to Us. The change will go into effect when we receive the assignment, or a copy, and it is recorded by us, subject to any payments we made or actions we took before we record the change. We are not responsible for the validity or effect of any assignment, including any tax consequences.

- 4.3 Beneficiary** – The rights of the Beneficiary(ies) will be subject to any assignment of the Contract which is recorded by us.

Unless you state otherwise, all rights of any Beneficiary, including an irrevocable Beneficiary, will end if he or she dies before the Owner. If any Beneficiary dies before the Owner, that Beneficiary's rights under this Contract will pass to any other Beneficiaries according to their respective rights under this Contract. If all Beneficiaries die before the Owner, upon the Owner's death we will pay the Proceeds to the Owner's estate or legal successors.

You may change the Beneficiary(ies) at any time prior to the Maturity Date. A change cancels all prior Beneficiaries in the same specified class unless you elect otherwise. However, the rights of any irrevocable Beneficiary(ies) may not be changed without his or her consent.

To make a Beneficiary change, you must provide Notice to Us. The change will go into effect when recorded by us, subject to any payments we made or actions we took before we record the change.

- 4.4 Simultaneous Death of Beneficiary and Owner** – Proceeds will be paid as though any Beneficiary died before the Owner if the Beneficiary dies:
- (a) at the same time as the Owner; or
 - (b) within 24 hours of the Owner's death.

5. GUARANTEED CONTRACT VALUES

- 5.1 Accumulation Value** – On the Contract Date, the Contract's Accumulation Value equals the Initial Premium paid less any Premium Tax, if applicable. At any time after the Contract Date, the Contract's Accumulation Value equals the sum of the Accumulation Value of the Strategy(ies) chosen. The Accumulation Value for each Strategy is calculated separately as set forth in Section 6 of this Contract.

5.2 Cash Surrender Value – The Cash Surrender Value of this Contract equals the greater of:

- (a) The Minimum Guaranteed Contract Value; or
- (b) The Accumulation Value, less any applicable Surrender Charge.

During the first Contract Year, partial Surrenders of interest credited to the Fixed Rate Strategy are not subject to a Surrender Charge. In any Contract Year after the first, if partial Surrenders do not exceed 10% of the Contract's Accumulation Value, as determined on the date of the first partial Surrender during that Contract Year, the amount Surrendered is not subject to a Surrender Charge. If partial Surrenders in any Contract Year exceed these amounts, any excess will be an Excess Partial Surrender and applicable Surrender Charges will apply to any such Excess Partial Surrender. In the event of a full Surrender, applicable Surrender Charges will apply to the total amount Surrendered during that Contract Year, including prior partial Surrenders not defined as Excess Partial Surrenders.

5.3 Surrender Charges – Surrender Charges are equal to a percentage of the Accumulation Value Surrendered. A Table of Surrender Charges is shown on the Contract Data Page.

5.4 Waiver of Surrender Charges due to Extended Medical Care or Terminal Condition – We will waive any Surrender Charges otherwise applicable if you Surrender, in full or part, because you are receiving Extended Medical Care or if you are diagnosed with a Terminal Condition.

To qualify for this waiver as a result of Extended Medical Care:

- (1) You (or any Annuitant, if the Owner is not a natural person) must first begin receiving Extended Medical Care on or after the first Contract Anniversary and receive such Extended Medical Care for at least forty-five days during any continuous sixty day period; and
- (2) Your request for a Surrender, together with satisfactory proof of such Extended Medical Care, must be provided in a Notice to Us during the term of such Extended Medical Care or within ninety days after the last day that you received such Extended Medical Care. Such proof must be in writing and, where applicable, attested to by a Qualifying Medical Professional.

To qualify for a waiver as a result of a Terminal Condition:

- (1) You (or any Annuitant, if the Owner is not a natural person) must first be diagnosed by a Qualifying Medical Professional as having a Terminal Condition on or after the first Contract Anniversary; and
- (2) Your request for a Surrender, together with satisfactory proof of such Terminal Condition, must be provided in a Notice to Us. Such proof must be in writing and, where applicable, attested to by a Qualifying Medical Professional.

We may, at any time and at our expense, require a secondary medical opinion by a Qualifying Medical Professional of our choosing in connection with (i) the prescription of Extended Medical Care or (ii) the diagnosis of a Terminal Condition. To the extent, a conflict exists between the medical opinions of the respective Qualifying Medical Professionals, the secondary medical opinion offered by our Qualifying Medical Professional shall control. If the waiver benefit is denied by us, no disbursement will be made until the Owner is notified of the denial and provided with the opportunity to reapply for the waiver or to rescind the Surrender request.

5.5 Minimum Guaranteed Contract Value – The Minimum Guaranteed Contract Value is defined on the Contract Data Page.

5.6 Payment Deferral – We may, at any time, defer payment of the full Cash Surrender Value or any partial Surrender for up to six months after we receive a request for it, contingent upon written approval by the insurance supervisory official in the jurisdiction in which this Contract is issued.

5.7 Basis of Computation – The reserves and any guaranteed values will at no time be less than the minimum required by the laws of the state in which this Contract is issued.

6. STRATEGIES – You select the Strategy(ies) for which any portion of Premiums/Re-elections are elected, subject to the terms of this Contract. We reserve the right to add Strategies as approved by the Insurance Department of the state in which the Contract is issued. We may cease to offer a specific Strategy or cease to accept Premiums/Re-elections to a specific Strategy at any time. Any Additional Premiums/Re-elections accepted are subject to the terms and conditions in existence for any

Strategy(ies) available at that time, including the then existing rates, caps, spreads, and credits, which may differ from the rates, caps, spreads, and credits applicable to previous elections or Re-elections.

6.1 Fixed Rate Strategy

Strategy Accumulation Value – Each Premium/Re-election elected for this Strategy will have an associated Accumulation Value. This Strategy's Accumulation Value is the sum of the Accumulation Values for each Premium/Re-election. The Accumulation Value for each Premium/Re-election elected to this Strategy is calculated as follows:

1. On each Election Date, the Accumulation Value equals the Premium/Re-election amount elected to this Strategy, if any, less any Premium Tax, if applicable.
2. At any time during an Election Year, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Election Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Election Anniversary; plus
 - (iii) Any Re-elections for this Strategy on the last Election Anniversary; plus
 - (iv) Any Additional Premiums elected into this Strategy; less
 - (v) Adjustments for any partial Surrenders during the Election Year; plus
 - (vi) Interest credited.

For the purpose of this calculation, during the first Election Year, the Election Date shall be deemed to be "the last Election Anniversary".

3. On each Election Anniversary, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Election Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Election Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Election Anniversary; plus
 - (iv) Any Additional Premiums elected into this Strategy; less
 - (v) Adjustments for any partial Surrenders during the Election Year; plus
 - (vi) Interest credited.

For the purpose of this calculation, on the first Election Anniversary, the Election Date shall be deemed to be "the last Election Anniversary".

The portion of any Additional Premiums or Re-elections elected to this Strategy will be credited an interest rate declared in advance by us. This interest rate will be at least equal to the Fixed Rate Strategy minimum guaranteed interest rate shown on the Contract Data Page. The rate of interest credited will not be changed more often than once during any twelve month period. The initial interest rate is also shown on the Contract Data Page.

In case of full or partial Surrender, interest will be credited on the portion of this Strategy's Accumulation Value Surrendered up to the date the transaction is effected. The Accumulation Value of this Strategy at any date within an Election Year will be determined by us with allowance for the time elapsed in the Election Year. No interest will be credited on any Premium Tax deducted.

6.2 Point-to-Point Participation Index Strategy

The following definitions apply to the Point-to-Point Participation Index Strategy:

Indexing Period means the period over which the Participation Rate is guaranteed and the Index Credit is calculated. Each Premium/Re-election has its own specific Indexing Period. The initial Indexing Period for each Premium/Re-election begins on the Election Date for that Premium/Re-election and ends on the day before the following Election Anniversary. Subsequent Indexing Periods begin on the Election Anniversary and end on the day before the next Election Anniversary.

Participation Rate means the percentage of the Index Change for each Premium/Re-election used in calculating the Index Credit at the end of each Indexing Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Participation Rate is shown on the Contract Data Page.

Index Credit is the amount credited to each Premium/Re-election elected to this Strategy and is based on the performance of the applicable Index as measured over the Indexing Period.

The Index Credit equals the applicable Participation Rate multiplied by any Index Change as described below.

The Index Credit will never be less than zero.

Index Change is calculated as (i)/(ii)-1, where

- (i) is the Index Number as of the end of the Indexing Period; and
- (ii) is the Index Number as of the start of the Indexing Period.

Strategy Accumulation Value – Each Premium/Re-election elected for this Strategy will have an associated Accumulation Value. This Strategy's Accumulation Value is the sum of the Accumulation Values for each Premium/Re-election. The Accumulation Value for each Premium/Re-election elected to this Strategy is calculated as follows:

1. On each Election Date, the Accumulation Value equals the Premium/Re-election amount, elected to this Strategy, if any, less any Premium Tax, if applicable.
2. On each Election Anniversary, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.
 - (iii) The result multiplied by (1+ the applicable Index Credit).

For the purpose of this calculation, on the first Election Anniversary, the Election Date shall be deemed to be "the last Election Anniversary".

3. On any other date during the applicable Election Year, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.

For the purpose of this calculation, during the first Election Year, the Election Date shall be deemed to be "the last Election Anniversary".

6.3 Point-to-Point Cap Index Strategy

The following definitions apply to the Point-to-Point Cap Index Strategy:

Indexing Period means the period over which the Index Cap is guaranteed and the Index Credit is calculated. Each Premium/Re-election has its own specific Indexing Period. The initial Indexing Period for each Premium/Re-election begins on the Election Date for that Premium/Re-election and ends on the day before the following Election Anniversary. Subsequent Indexing Periods begin on the Election Anniversary and end on the day before the next Election Anniversary.

Index Cap means the maximum Index Credit that may be applied at the end of each Indexing Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Index Cap is shown on the Contract Data Page.

Index Credit is the amount credited to each Premium/Re-election elected to this Strategy and is based on the performance of the applicable Index as measured over the Indexing Period.

The Index Credit equals the lesser of the Index Cap or the Index Change as described below.

The Index Credit will never be less than zero.

Index Change is calculated as (i)/(ii)-1, where

- (i) is the Index Number as of the end of the Indexing Period; and
- (ii) is the Index Number as of the start of the Indexing Period.

Strategy Accumulation Value – Each Premium/Re-election elected for this Strategy will have an associated Accumulation Value. This Strategy's Accumulation Value is the sum of the Accumulation Values for each Premium/Re-election. The Accumulation Value for each Premium/Re-election elected to this Strategy is calculated as follows:

1. On each Election Date, the Accumulation Value equals the Premium/Re-election amount, elected to this Strategy, if any, less any Premium Tax, if applicable.
2. On each Election Anniversary, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.
 - (iii) The result multiplied by (1+ the applicable Index Credit).

For the purpose of this calculation, on the first Election Anniversary, the Election Date shall be deemed to be "the last Election Anniversary".

3. On any other date during the applicable Election Year, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.

For the purpose of this calculation, during the first Election Year, the Election Date shall be deemed to be "the last Election Anniversary".

6.4 Monthly Average Index Strategy

The following definitions apply to the Monthly Average Index Strategy:

Indexing Period means the period over which the Participation Rate and the Index Spread are guaranteed and the Index Credit is calculated. Each Premium/Re-election has its own specific Indexing Period. The initial Indexing Period for each Premium/Re-election begins on the Election Date for that Premium/Re-election and ends on the day before the following Election Anniversary. Subsequent Indexing Periods begin on the Election Anniversary and end on the day before the next Election Anniversary.

Monthly Anniversary means the same day of each month as the Election Date. If the same day does not exist in a month, such as the 31st, we use the preceding day.

Index Average means the average of the Index Numbers on each of the twelve Monthly Anniversaries during each Indexing Period. If the Index Number is not available on any Monthly Anniversary, we will use the Index Number on the first preceding day for which the Index Number is available.

Participation Rate means the percentage of the Index Change for each Premium/Re-election used in calculating the Index Credit at the end of each Indexing Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Participation Rate is shown on the Contract Data Page.

Index Spread means the amount subtracted from the result of Index Change multiplied by the Participation Rate, in the calculation of the Index Credit at the end of each Indexing Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Index Spread is shown on the Contract Data Page.

Index Credit is the amount credited to each Premium/Re-election elected to this Strategy and is based on the performance of the applicable Index as measured over the Indexing Period.

The Index Credit equals (i)*(ii)–(iii), where

- (i) is the Index Change as described below; and
- (ii) is the Participation Rate; and
- (iii) is the Index Spread.

The Index Credit will never be less than zero.

Index Change is calculated as $(i)/(ii)-1$, where

- (i) is the Index Average; and
- (ii) is the Index Number as of the start of the Indexing Period.

Strategy Accumulation Value – Each Premium/Re-election elected for this Strategy will have an associated Accumulation Value. This Strategy's Accumulation Value is the sum of the Accumulation Values for each Premium/Re-election. The Accumulation Value for each Premium/Re-election elected to this Strategy is calculated as follows:

1. On each Election Date, the Accumulation Value equals the Premium/Re-election amount, elected to this Strategy, if any, less any Premium Tax, if applicable.
2. On each Election Anniversary, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.
 - (iii) The result multiplied by $(1 + \text{the applicable Index Credit})$.

For the purpose of this calculation, on the first Election Anniversary, the Election Date shall be deemed to be "the last Election Anniversary".

3. On any other date during the applicable Election Year, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.

For the purpose of this calculation, during the first Election Year, the Election Date shall be deemed to be "the last Election Anniversary".

6.5 Monthly Cap Index Strategy

The following definitions apply to the Monthly Cap Index Strategy:

Indexing Period means the period over which the Monthly Cap is guaranteed and the Index Credit is calculated. Each Premium/Re-election has its own specific Indexing Period. The initial Indexing Period for each Premium/Re-election begins on the Election Date for that Premium/Re-election and ends on the day before the following Election Anniversary. Subsequent Indexing Periods begin on the Election Anniversary and end on the day before the next Election Anniversary.

Monthly Anniversary means the same day of each month as the Election Date. If the same day does not exist in a month, such as the 31st, we use the preceding day.

Monthly Cap is the maximum Monthly Index Change that may be applied in calculating the Index Credit at the end of each Indexing Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Monthly Cap is shown on the Contract Data Page.

Monthly Index Change is the lesser of the Monthly Cap or the result of $(i)/(ii) - 1$, where

- (i) is the Index Number on each Monthly Anniversary;
- (ii) is the Index Number on the prior Monthly Anniversary.

Index Credit is the amount credited to the portion of each Premium/Re-election elected to this Strategy and is based on the performance of the applicable Index as measured over the Indexing Period.

The Index Credit equals the sum of the twelve Monthly Index Changes during the Indexing Period.

The Index Credit will never be less than zero.

Strategy Accumulation Value – Each Premium/Re-election elected for this Strategy will have an associated Accumulation Value. This Strategy's Accumulation Value is the sum of the Accumulation

Values for each Premium/Re-election. The Accumulation Value for each Premium/Re-election elected to this Strategy is calculated as follows:

1. On each Election Date, the Accumulation Value equals the Premium/Re-election amount, elected to this Strategy, if any, less any Premium Tax, if applicable.
2. On each Election Anniversary, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.
 - (iii) The result multiplied by (1+ the applicable Index Credit).For the purpose of this calculation, on the first Election Anniversary, the Election Date shall be deemed to be "the last Election Anniversary".
3. On any other date during the applicable Election Year, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.For the purpose of this calculation, during the first Election Year, the Election Date shall be deemed to be "the last Election Anniversary".

6.6 Point-to-Point Participation and Cap Interest Rate Benchmark Strategy

The following definitions apply to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy:

Interest Rate Benchmark Period means the period over which the Interest Rate Benchmark Credit is calculated and the Interest Rate Benchmark Participation Multiplier and Interest Rate Benchmark Credit Cap are guaranteed. Each Premium/Re-election has its own specific Interest Rate Benchmark Period. The initial Interest Rate Benchmark Period for each Premium/Re-election begins on the Election Date for that Premium/Re-election and ends on the day before the following Election Anniversary. Subsequent Interest Rate Benchmark Periods begin on the Election Anniversary and end on the day before the next Election Anniversary.

Interest Rate Benchmark Participation Multiplier means the factor applied to the Interest Rate Benchmark Change for each Premium/Re-election used in calculating the Interest Rate Benchmark Credit at the end of each Interest Rate Benchmark Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Interest Rate Benchmark Participation Multiplier is shown on the Contract Data Page.

Interest Rate Benchmark Credit Cap means the maximum Interest Rate Benchmark Credit that may be applied at the end of each Interest Rate Benchmark Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Interest Rate Benchmark Credit Cap is shown on the Contract Data Page.

Interest Rate Benchmark Credit is the amount credited to each Premium/Re-election elected to this Strategy and is based on the movement of the Interest Rate Benchmark as measured over the Interest Rate Benchmark Period.

The Interest Rate Benchmark Credit equals the applicable Interest Rate Benchmark Participation Multiplier multiplied by any Interest Rate Benchmark Change as described below.

The Interest Rate Benchmark Credit will never be greater than the Interest Rate Benchmark Credit Cap and will never be less than zero.

Interest Rate Benchmark Change is calculated as (i) minus (ii), where

- (i) is the Interest Rate Benchmark Number as of the end of the Interest Rate Benchmark Period; and
- (ii) is the Interest Rate Benchmark Number as of the start of the Interest Rate Benchmark Period.

Strategy Accumulation Value – Each Premium/Re-election elected for this Strategy will have an associated Accumulation Value. This Strategy's Accumulation Value is the sum of the Accumulation

Values for each Premium/Re-election. The Accumulation Value for each Premium/Re-election elected to this Strategy is calculated as follows:

1. On each Election Date, the Accumulation Value equals the Premium/Re-election amount, elected to this Strategy, if any, less any Premium Tax, if applicable.
2. On each Election Anniversary, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Interest Rate Benchmark Period.
 - (iii) The result multiplied by (1+ the applicable Interest Rate Benchmark Credit).For the purpose of this calculation, on the first Election Anniversary, the Election Date shall be deemed to be "the last Election Anniversary".
3. On any other date during the applicable Election Year, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Interest Rate Benchmark Period.For the purpose of this calculation, during the first Election Year, the Election Date shall be deemed to be "the last Election Anniversary".

6.7 Performance Trigger Index Strategy

The following definitions apply to the Performance Trigger Index Strategy:

Indexing Period means the period over which the Trigger Rate is guaranteed and the Index Credit is calculated. Each Premium/Re-election has its own specific Indexing Period. The initial Indexing Period for each Premium/Re-election begins on the Election Date for that Premium/Re-election and ends on the day before the following Election Anniversary. Subsequent Indexing Periods begin on the Election Anniversary and end on the day before the next Election Anniversary.

Trigger Rate means the amount that may be applied at the end of each Indexing Period as described in the Index Credit definition below. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Trigger Rate, applicable to the Initial Premium, is shown on the Contract Data Page.

Index Credit is the amount credited to each Premium/Re-election elected to this Strategy and is based on the performance of the applicable Index as measured over the Indexing Period. The Index Credit equals the Trigger Rate if the Index Change is equal to or greater than zero. The Index Credit equals zero if the Index Change is less than zero.

The Index Credit will never be less than zero.

Index Change is calculated as (i)/(ii)-1, where

- (i) is the Index Number as of the end of the Indexing Period; and
- (ii) is the Index Number as of the start of the Indexing Period.

Strategy Accumulation Value – Each Premium/Re-election elected for this Strategy will have an associated Accumulation Value. This Strategy's Accumulation Value is the sum of the Accumulation Values for each Premium/Re-election. The Accumulation Value for each Premium/Re-election elected to this Strategy is calculated as follows:

1. On each Election Date, the Accumulation Value equals the Premium/Re-election amount, elected to this Strategy, if any, less any Premium Tax, if applicable.
2. On each Election Anniversary, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.

(iii) The result multiplied by (1+ the applicable Index Credit).
For the purpose of this calculation, on the first Election Anniversary, the Election Date shall be deemed to be "the last Election Anniversary".

3. On any other date during the applicable Election Year, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Indexing Period.

For the purpose of this calculation, during the first Election Year, the Election Date shall be deemed to be "the last Election Anniversary".

7. **PAYMENT PLANS** – If the Annuitant is living on the Maturity Date, payment of the Contract's Proceeds must commence as directed by you. You may elect to have the Proceeds paid under any of the Payment Plans described below. In addition, you may elect another method of payment we may be offering as of the Maturity Date, subject to our consent. The method of payment may be changed at any time prior to the Maturity Date, provided the Annuitant is alive. If a Payment Plan is not elected, payments will commence automatically as described in Section 2. The first payment will be paid at the end of the first period marking the frequency of payments. Payment amounts will be determined by applying the greater of the Contract's Accumulation Value or the Minimum Guaranteed Contract Value on the Maturity Date, less any Premium Tax if applicable, to the Payment Plan elected.

Upon receipt of your request at our Customer Service Center, we will send you the proper forms to choose a Payment Plan. The chosen Payment Plan will go into effect when the forms are recorded at our Customer Service Center.

Election of any Payment Plan is subject to the following terms and conditions.

- a) The payments under any periodic Payment Plan must be \$100 or more.
- b) Our consent is necessary if the person named to receive the payments is other than a natural person (such as a trust or corporation) in order to comply with applicable tax laws.
- c) If, for any reason, the person named to receive payments is changed, the change will take effect at the time notification is recorded at our Customer Service Center, subject to any payments made or actions taken prior to the date we record the change.
- d) The minimum amounts payable for each of the Payment Plans described below are based on an interest rate of 1.0% annually. We may pay a higher interest rate at our discretion. Payments for Plan B are based on the Annuity 2000 Mortality Table. The minimum payments for Plans A and B assume annual payments with the first payment made one year after the Proceeds are applied to the Payment Plan.

Subject to the provisions set forth above and in Section 2, a Payment Plan may also be elected for the distribution of amounts payable upon 1) death, or 2) full Surrender after the first Contract Year.

- 7.1 **Plan A. Fixed Period** – Proceeds or the Cash Surrender Value, as applicable, are paid for a fixed period. Payments may be paid monthly or annually. The payment period cannot be more than 30 years nor less than 10 years. The table below shows the minimum annual payment for each \$1,000 of Proceeds or Cash Surrender Value, as applicable, applied with payments starting one year after the Proceeds or Cash Surrender Value, as applicable, have been applied to this Payment Plan.

Minimum Amount of Each Installment Per \$1,000 of Proceeds or Cash Surrender Value for Plan A

Years Payable	Annual Installment	Years Payable	Annual Installment	Years Payable	Annual Installment
10	105.58	17	64.26	24	47.07
11	96.45	18	60.96	25	45.41
12	88.85	19	58.05	26	43.87
13	82.41	20	55.42	27	42.45
14	76.90	21	53.03	28	41.12
15	72.12	22	50.86	29	39.90
16	67.94	23	48.89	30	38.75

7.2 Plan B. Life Income – Proceeds or the Cash Surrender Value, as applicable, will be paid in monthly or annual payments for as long as the Annuitant or Beneficiary, whichever is appropriate as stated under Section 2, lives. We have the right to require proof satisfactory to us of the age and sex of such person and that he or she is alive prior to making any payment. A minimum number of payments may be guaranteed, if desired.

The following table shows the minimum annual payment for each \$1,000 of Proceeds or Cash Surrender Value, as applicable, applied with payments starting one year after the Proceeds or Cash Surrender Value, as applicable, have been applied to this Payment Plan. It is based on the age of the Annuitant or Beneficiary, as applicable.

Minimum Amount of Each Installment Per \$1,000 of Proceeds or Cash Surrender Value for Plan B

Male Annual Installment Guaranteed Period				Female Annual Installment Guaranteed Period			
Age of Payee	Life	10 Yrs.	20 Yrs.	Age of Payee	Life	10 Yrs.	20 Yrs.
45	32.70	32.56	32.04	45	30.27	30.21	29.96
46	33.39	33.24	32.65	46	30.87	30.80	30.51
47	34.12	33.95	33.29	47	31.49	31.41	31.09
48	34.89	34.68	33.94	48	32.15	32.06	31.68
49	35.69	35.46	34.62	49	32.83	32.73	32.30
50	36.52	36.26	35.31	50	33.55	33.43	32.95
51	37.40	37.11	36.03	51	34.31	34.17	33.61
52	38.33	37.99	36.77	52	35.10	34.94	34.31
53	39.30	38.92	37.53	53	35.93	35.75	35.03
54	40.32	39.89	38.32	54	36.81	36.60	35.77
55	41.40	40.91	39.12	55	37.74	37.50	36.55
56	42.54	41.99	39.93	56	38.71	38.44	37.34
57	43.74	43.12	40.77	57	39.75	39.43	38.17
58	45.03	44.31	41.61	58	40.84	40.48	39.02
59	46.39	45.56	42.47	59	42.00	41.58	39.89
60	47.84	46.88	43.33	60	43.23	42.74	40.78
61	49.38	48.27	44.20	61	44.53	43.96	41.70
62	51.03	49.73	45.07	62	45.92	45.25	42.62
63	52.79	51.26	45.92	63	47.40	46.62	43.56
64	54.68	52.87	46.77	64	48.97	48.06	44.50
65	56.69	54.55	47.59	65	50.66	49.58	45.45
66	58.84	56.31	48.39	66	52.46	51.19	46.38
67	61.14	58.14	49.16	67	54.39	52.89	47.30
68	63.59	60.03	49.89	68	56.46	54.68	48.19
69	66.22	62.00	50.57	69	58.69	56.57	49.04
70	69.02	64.03	51.21	70	61.10	58.55	49.86
71	72.01	66.12	51.81	71	63.70	60.64	50.62
72	75.21	68.25	52.35	72	66.52	62.82	51.33
73	78.64	70.43	52.83	73	69.57	65.09	51.97
74	82.31	72.65	53.27	74	72.87	67.44	52.55
75	86.26	74.89	53.65	75	76.46	69.87	53.06
76	90.50	77.13	53.98	76	80.34	72.36	53.50
77	95.05	79.37	54.27	77	84.57	74.88	53.88
78	99.96	81.59	54.51	78	89.16	77.43	54.21
79	105.23	83.77	54.72	79	94.16	79.97	54.48
80	110.91	85.89	54.88	80	99.61	82.47	54.70

Factors for ages not shown will be supplied upon request.

8. GENERAL TERMS

8.1 The Contract – This is a legal Contract between you and us. This Contract, which consists of this document and any attached application, amendments, endorsements or riders, contains the entire agreement between you and us. It is issued in consideration of the Initial Premium paid. Only our President, a Vice President or Secretary is authorized to change, modify or waive the provisions of the Contract. Any such change, modification or waiver must be in writing.

The provisions of the Contract shall, in all events, be construed to comply with the requirements of Section 72(s) of the Internal Revenue Code of 1986, as amended.

8.2 Incontestability – This Contract shall be incontestable from the Contract Date.

8.3 Valid Release for Payment – If Proceeds are payable to a person not legally competent to give a valid release as determined by a Court of competent jurisdiction, we may pay Proceeds in monthly installments, not to exceed \$100, to the person or persons who have, as determined by the Court, assumed custody and principal support of the person. Any payment made under this clause will be made in good faith. It will satisfy our responsibility under this Contract to the extent of any payments made.

8.4 Annual Statement of Values – At least once each year we will send you a statement which shows the following values as of the statement date:

- (a) the amount of Premiums paid;
- (b) the amount and dates of any partial Surrenders;
- (c) the Accumulation Value; and
- (d) the Cash Surrender Value.

8.5 Mistake of Age or Sex – If the Annuitant's age or sex has been misstated, we will adjust the payment of Proceeds based on the correct age and sex. Any underpayment made by us will be made up immediately. Any overpayment made by us will be deducted from the succeeding payments as necessary. By age, we mean the Annuitant's age as of his or her last birthday on the Contract Date.

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FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

**Annuity benefit payable at Maturity Date.
Death benefit payable in event of the
Owner's death prior to Maturity Date.**

NONPARTICIPATING

**ING USA
ANNUITY AND LIFE
INSURANCE COMPANY**

Unisex Endorsement

ING USA is a stock company domiciled in Iowa

The Contract to which this Unisex Endorsement (this "Endorsement") is attached is modified by the provisions of this Endorsement. The Endorsement's provisions shall control to the extent a conflict exists between this Endorsement and the Contract. This Endorsement is effective as of the Contract Date and remains in effect until the Contract is terminated.

The Contract to which this Endorsement is attached is amended by deleting all references to "sex." The following table replaces the table found in the **Plan C. Life Income** provision found in Section 7.3 of the Contract.

Minimum Amount of Each Installment Per \$1,000 of Proceeds or Cash Surrender Value for Plan C

Age of Payee	Annual Installment Guaranteed Period		
	Life	10 Yrs.	20 Yrs.
45	30.27	30.21	29.96
46	30.87	30.80	30.51
47	31.49	31.41	31.09
48	32.15	32.06	31.68
49	32.83	32.73	32.30
50	33.55	33.43	32.95
51	34.31	34.17	33.61
52	35.10	34.94	34.31
53	35.93	35.75	35.03
54	36.81	36.60	35.77
55	37.74	37.50	36.55
56	38.71	38.44	37.34
57	39.75	39.43	38.17
58	40.84	40.48	39.02
59	42.00	41.58	39.89
60	43.23	42.74	40.78
61	44.53	43.96	41.70
62	45.92	45.25	42.62
63	47.40	46.62	43.56
64	48.97	48.06	44.50
65	50.66	49.58	45.45
66	52.46	51.19	46.38
67	54.39	52.89	47.30
68	56.46	54.68	48.19
69	58.69	56.57	49.04
70	61.10	58.55	49.86
71	63.70	60.64	50.62
72	66.52	62.82	51.33
73	69.57	65.09	51.97
74	72.87	67.44	52.55

Age of Payee	Life	10 Yrs.	20 Yrs.
75	76.46	69.87	53.06
76	80.34	72.36	53.50
77	84.57	74.88	53.88
78	89.16	77.43	54.21
79	94.16	79.97	54.48
80	99.61	82.47	54.70

Factors for ages not shown will be supplied upon request.

All other provisions of the Contract remain unchanged.

Signed:

[]
Secretary

SERFF Tracking #:	INGD-128719229	State Tracking #:		Company Tracking #:	IU-IA-3034(08/12) ET AL
State:	Arkansas	Filing Company:	ING USA Annuity and Life Insurance Company		
TOI/Sub-TOI:	A071 Individual Annuities - Special/A071.001 Equity Indexed				
Product Name:	IU-IA-3034(08/12) et al				
Project Name/Number:	IU-IA-3034(08/12) et al/IU-IA-3034(08/12) et al				

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	See attached.		
Attachment(s):			
AR Rule 19 Certification.pdf			
AR Reg. 49 Certification.pdf			
AR Code 23-79-138 Certification.pdf			
Training Cert for IU-IA-3033.3034(0812).pdf			
AR Readability Cert.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:	See attached.		
Attachment(s):			
Statement of Variability for IU-IA-3034(0812)_signed.pdf			

**ARKANSAS
POLICY FORM CERTIFICATION**

RE: FORM NUMBER IU-IA-3034(08/12), IU-RA-3106

I have reviewed the enclosed policy form and certify that the form submitted meets the provisions of Rule 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

A handwritten signature in black ink that reads "Patricia M. Smith". The signature is written in a cursive, flowing style.

Patricia M. Smith
Assistant Secretary

ING USA Annuity and Life Insurance Company
P.O. BOX 617
DES MOINES, IOWA 50303-0617

**ARKANSAS REGULATION 49
CERTIFICATION**

RE: FORM NUMBER IU-IA-3034(08/12), IU-RA-3106

We certify that a Life and Health Guaranty Notice will be provided to each policy owner in accordance with Arkansas Rule and Regulation 49.



Patricia M. Smith
Assistant Secretary

Date: October 9, 2012

ING USA Annuity and Life Insurance Company
P.O. BOX 617
DES MOINES, IOWA 50303-0617

ARKANSAS CODE 23-79-138
CERTIFICATION

RE: FORM NUMBER IU-IA-3034(08/12), IU-RA-3106

We certify that a separate notice will be provided with each policy containing the information required pursuant to Arkansas Code 23-79-138.



Patricia M. Smith
Assistant Secretary

Date: October 9, 2012

Explanation of Training Procedures for the:

Flexible Premium Deferred Annuity Contract forms IU-IA-3033(08/12) and IU-IA-3034(08/12)

The company strives to provide high value, customer-friendly products to its licensed agents who may recommend such products to consumers. Agents are required to complete training provided by the company in order to sell our annuity products. The required training covers index annuities, suitability and sales practices, and ING business guidelines for conducting their business. In addition to the required training, agents have access to two (2) primary product resources:

- A consumer product brochure that explains the product to the consumer
- An agent Product Guide that provides a detailed description of each product's features to the agent

In addition, the company provides a toll-free 800 number to all licensed agents. Agents are encouraged to use this 800 number if they have questions regarding product features. This 800 number is prominently displayed on company communications to its licensed agents, is available from 8:00 a.m. to 5:00 p.m. CT Monday through Friday, and is staffed by experienced company employees at the company's annuity headquarters.

Signed by:



Chad Tope
President
ING Annuity and Asset Sales

Date: 08/01/12

Readability Certificate


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I hereby certify that the forms referenced below have been scored in their entirety using the Flesch Ease of Reading Test and have attained the score indicated. I further certify that, to the best of my knowledge and belief, said forms comply with state readability requirements and are printed in not less than ten point type, one point leaded.

The readability score was calculated by computer. The software used for this calculation was Microsoft Word.

<u>Form Number</u>	<u>Title</u>	<u>Flesch Score</u>
IU-IA-3034(08/12)	FlexiblePremium Deferred Annuity Contract	67.6
IU-RA-3106	Unisex Endorsement	70.3

ING USA Annuity and Life Insurance Company



Patricia M. Smith, Assistant Secretary

October 9, 2012

Date

ING USA Annuity and Life Insurance Company
Statement of Variability for
Flexible Premium Deferred Annuity Contract
Form No. IU-IA-3034(08/12)

Cover Page

Item	Variability
Customer Service Center	Variable in the event servicing address and/or phone number may change.
Officers' Signatures	Variable in the event officers may change.

Contract Data Page 3

Item	Variability
Annuitant	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Sex	
Age	
Owner	
Contract Number	
Contract Date	
Maturity Date	
Initial Premium Paid	
State Premium Tax Paid	Appears as zero unless contract is issued in a state where front-end premium taxes are applied. A dollar amount showing the amount of premium tax deducted from the Initial Premium is shown here.
Initial Premium Less Premium Tax	Dollar amount showing Initial Premium less any front-end premium tax paid.
Percentage of Initial Premium	Percentage of premium paid that is elected to each strategy. The sum of percentages of premium elected to all strategies offered will equal 100%.
Amount of Initial Premium	Initial Premium dollar amount that is elected among the Strategies.
Initial Interest Rate	Applies to the Fixed Rate Strategy only. It is the initial interest rate credited to the associated portion of the Initial Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Fixed Rate Strategy - Initial Interest Rate will never be less than the Fixed Rate Strategy - Minimum Guaranteed Interest Rate. The Fixed Rate Strategy - Initial Interest Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate.
Initial Participation Rate	Applies to the Point-to-Point Participation Index Strategy and the Monthly Average Index strategy, respectively. It is the initial percentage of the change in the Index that is used in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to these Strategies. It is determined by us for each strategy and guaranteed for the first 12 months. The Initial Participation Rate will range from 0% to 150%.
Initial Index Cap	Applies to the Point-to-Point Cap Index Strategy only. It is the initial maximum amount of any Index Credit that can be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Cap will range from 0% to 100%.

Initial Index Spread	Applies to the Monthly Average Index Strategy only. It is the amount subtracted from the result of the Index Change multiplied by the Participation Rate in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Spread will range from 0% to 25%.
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Contract Data Page (Continued) 3a

Item	Variability
Percentage of Initial Premium	Percentage of premium paid that is elected to each strategy. The sum of percentages of premium elected to all strategies offered will equal 100%.
Amount of Initial Premium	Initial Premium dollar amount that is elected among the Strategies.
Initial Monthly Cap	Applies to the Monthly Cap Index Strategy only. It is the initial maximum amount of any monthly change in the Index that can be used in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Monthly Cap will range from 0% to 25%.
Initial Interest Rate Benchmark Participation Multiplier	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the factor applied to the change in the Interest Rate Benchmark that is used in calculating the Interest Rate Benchmark Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Participation Multiplier will range from 0 to 10.
Initial Interest Rate Benchmark Credit Cap	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the initial maximum amount of any Interest Rate Benchmark Credit that can be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Credit Cap will range from 0% to 25%.
Trigger Rate	Applies to the Performance Trigger Index Strategy and the Inverse Performance Trigger Index Strategy, respectively. It is the rate that is used in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to these Strategies. It is determined by us for each strategy and guaranteed for the first 12 months. The initial Trigger Rate will range from 0% to 100%.
Inverse Performance Trigger Index Strategy	The entire column is bracketed as this strategy will not be available at the initial launch of this product. The Inverse Performance Trigger Index Strategy will be launched at a future date.
Standard & Poor's Disclosure	Variable in the event Standard & Poor's disclosure may change
Interest Rate Benchmark Disclosure	Variable in the event the Interest Rate Benchmark disclosure may change

Contract Data Page 4

Item	Variability
Fixed Rate Strategy - Initial Annual Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first seven contract years and will range from 1.0% to 3.0%. On the seventh contract anniversary and each contract anniversary thereafter, the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Interest Rate and the Fixed Rate Strategy - Initial Interest Rate.
Index Strategies - Initial Annual Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first seven contract years and will range from 1.0% to 3.0%. On the seventh contract anniversary and each contract anniversary thereafter, the Index Strategies - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Index Strategies - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value.
Benchmark Strategy - Initial Annual Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first seven contract years and will range from 1.0% to 3.0%. On the seventh contract anniversary and each contract anniversary thereafter, the Benchmark Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Benchmark Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value.



Nancy Byers, FSA, MAAA, FLMI
Actuary, Head of Product Development
ING USA Annuity and Life Insurance Company

October 3, 2012
Date